

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
NIKE, INC. and CONVERSE INC.,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
SHIBY NY INC <i>et al.</i> ,	: 24-cv-4521 (AKH)
	:
Defendants.	:
	:
	:
-----X	

**TEMPORARY RESTRAINING ORDER, ORDER TO DISABLE CERTAIN WEBSITES,
ASSET RESTRAINING ORDER, ORDER AUTHORIZING EXPEDITED DISCOVERY
AND ALTERNATIVE SERVICE BY ELECTRONIC MAIL, AND ORDER TO SHOW
CAUSE FOR PRELIMINARY INJUNCTION**

Plaintiffs Nike, Inc. (“Nike”) and Converse Inc. (“Converse” and together with Nike “Plaintiffs”), having moved *ex parte* against Defendants Shiby NY Inc.; Ming Fu Hong Trading Limited; rimisneaker.us; \$ytrading616; Mr. Wang; bstsnеaker.com; bstsnеakers.com; songsneaker.com; stockxshoes.com; stockxshoesvip.com; cocoshoesvip.com; bagsmalles.com; buykicks.me; Joom E-Commerce Company Limited; carlsneaker.com; ddkicks.net; Gdleyu Inc.; hotkicks.cc; hotkicks.org; hypeunique.com; hypeunique.is; hypeunique.me; EFX Fashion Inc.; kickmax.ru; footskick.ru; kickscentral.cc; kickcentral.me; killone.x.yupoo.com; Misstylea; kickwho.cc; kickwho.xyz; kickzluсas.com; Guoxiong Lin; lgrose.ru; xblo594.x.yupoo.com; Xianguo Zhou; lkkiks.com; 888kicks.ru; Mika Technology Co. Limited; mangomeee.com; mangomee.co; monicasneaker.cc; Bo Ying Trading Hong Kong Limited; houyw.x.yupoo.com; muksstore.x.yupoo.com; Sing Ying Trading Limited; rarerapsneaker.x.yupoo.com; rarerepсlothing.x.yupoo.com; hewitt2303.x.yupoo.com; Pyn*Cnfashion Club; stylesneaks.com;

sharesneaker.us; sharesneaker.vip; sharesneakers.us; sharesneakers.vip; stockxpro.com; stockxpro.vip; stockxprovip.com; supersneakers.vip; timsneakers.com; Casnda Corp Limited-B2c; ubuysneakers.com; ulrica688.x.yupoo.com; wawone.com; stockxkicks.com; hypeshoes.co; bmlin.net; Star EFX Fashion Inc.; footskick.ru; clubkickz.com; \$kaideninc616; coolkicksmall.com; Wtp*stepsupshoes; crewkick.net; crewkicks.org; Jiemao Commerce Co. Ltd; dopesneaker.co; Chan Wai; flightkickz.cn; flightkickz.com; kicksgate.com; ln5factory.com; yzynation.com; gmkim.vn.ua; hotkickss.ru; EKO DG Trading Inc.; hypeboosts.ru; hypeboost.shop; hypeboosts.com; hypeboost.ru; jdfoot.co; clothswmall.com; Vkomall; One Pick (HK) Limited; pkshoes.store; Peinabaxnyj; popshoe.org; popkicks.org; jordonkicks.org; dunksticks.org; taosneakers.com; cnfashionclub.com; uabat.xyz; uabatman.com; pkstockx.cc; sneakerwill.shop; luckshoes.ru; perfectkicks.top; jaskicks.ru; COPTOP; coptop.ru; coptop.net; mlsneakers.com; bomblines.cc; bomblines.la; ebuysneakers.com; SP Xylar Studio; xylar.co; \$DedianFang; rsneakers.fun; dmsneaker.com; solenlaces.com; ABC Companies and John Does 1-100, (collectively, “**Defendants**”) for a temporary restraining order, asset restraining order, order authorizing expedited discovery, order disabling websites, order disabling social media accounts, and bifurcated and alternative service of process by electronic mail, and order to show cause for preliminary injunction pursuant to Federal Rule of Civil Procedure 65 and the Lanham Act (15 U.S.C. § 1051 et seq.), for the reason that Defendants are manufacturing, importing, exporting, distributing, marketing, advertising, offering for sale and/or selling goods bearing counterfeit reproductions of Plaintiffs’ federally registered trademarks, trade names, and/or logos as set forth in Plaintiffs’ Complaint in this action (collectively, “**Plaintiffs’ Marks**”), which are owned and controlled by Plaintiffs, and the Court, having reviewed the Complaint, Memorandum of Law, supporting Declarations and exhibits submitted therewith, finds:

a. Plaintiffs have established that they are entitled to injunctive relief by demonstrating that (1) they are likely to succeed on the merits of their claims; (2) they are suffering irreparable injury and, in the absence of an injunction, will continue to suffer irreparable injury, based on Defendants' unauthorized use and infringement of Plaintiffs' Marks in connection with the manufacture, importation, exportation, distribution, marketing, advertising, offer for sale and/or sale of various products, including but not limited to footwear, clothing, and accessories for men, women and children (the "**Counterfeit Products**"); (3) remedies at law, such as money damages, are inadequate to compensate for Plaintiffs' injuries; (4) a freeze of Defendants' assets is necessary to preserve Plaintiffs' right to an equitable accounting (5) the balance of hardships favors Plaintiffs; and (6) granting Plaintiffs' request for injunctive relief would serve the public interest;

b. Plaintiffs have demonstrated that they are likely to succeed in showing that the Plaintiffs' Marks are valid and enforceable, and entitled to protection, and that Defendants' willful and unlawful use of the Plaintiffs' Marks in connection with the sale of Counterfeit Products is likely to cause consumer confusion;

c. Plaintiffs have demonstrated that they are likely to succeed in showing that Defendants have used and are continuing to use counterfeits or infringements of the Plaintiffs' Marks in connection with the manufacture, exportation, importation, distribution, marketing, advertising, offer for sale and/or sale of Counterfeit Products;

d. Plaintiffs have demonstrated that they are likely to succeed in showing that Defendants, whose known names are set forth in Attachment 1 to this Order and incorporated as if set forth expressly herein, are, or were within the last twelve (12) months, selling Counterfeit Products through the use of hundreds of websites (the "**Infringing Websites**") and hundreds of

associated social media accounts (the “**Infringing Social Media**” together with Infringing Websites, the “**Infringing Platforms**”), including, without limitation, the websites detected to date by Plaintiffs, which are or were located at the websites set forth in Attachments 2 and 3 to this Order and incorporated as if set forth expressly herein, and the social media accounts detected to date by Plaintiffs, which are or were located at the social medial accounts set forth in Attachment 4 to this Order and incorporated as if set forth expressly herein;

e. Plaintiffs have demonstrated that they are likely to succeed in showing that Defendants have a bad faith intent to profit by associating themselves with Plaintiffs and the Plaintiffs’ Marks without Plaintiffs’ authorization;

f. Plaintiffs have demonstrated that Defendants have gone to great lengths to conceal themselves and their ill-gotten proceeds from Plaintiffs and this Court’s detection, including by providing intentionally-deceptive contact information and using multiple false identities and addresses associated with their operations;

g. Plaintiffs have demonstrated that Defendants, or other persons acting in concert with Defendants, would likely destroy, move, hide, or otherwise make the Counterfeit Products, Defendants’ means of selling and distributing the Counterfeit Products, financial accounts used in connection with the sale of Counterfeit Products, records relating to the ultimate disposition of Defendants’ ill-gotten proceeds, and business records relating thereto, inaccessible to Plaintiffs or the Court if Plaintiffs were to proceed on notice to the Defendants, thus frustrating the ultimate relief that Plaintiffs seek in this action;

h. Plaintiffs have demonstrated that the harm to Plaintiffs from denial of the requested *ex parte* order outweighs the harm to Defendants’ legitimate interests against granting such an order;

i. Plaintiffs have demonstrated that the entry of an order other than the *ex parte* order would not adequately achieve the purposes of the Lanham Act to preserve Plaintiffs' remedies for trademark counterfeiting, including, *inter alia*, the cessation of all sales of the Counterfeit Products, the acquisition of the business records relating to the Counterfeit Products, and Plaintiffs' rights to an equitable accounting of Defendants' profits, lost profits, or damages.

THEREFORE, the Court finds it appropriate to grant Plaintiffs the following relief as detailed further below:

- (I) Order to Show Cause – Preliminary Injunction;
- (II) Temporary Restraining Order;
- (III) Asset Restraining Order;
- (IV) Order Authorizing Bifurcated and Alternative Service by Electronic Means;
- (V) Order Authorizing Expedited Discovery from Defendants and Third Parties;
- (VI) Order to Suspend Defendants' Infringing Platforms; and
- (VII) Prohibition against Aiding and Abetting Violations of this Order by Third Parties.

I. ORDER TO SHOW CAUSE – PRELIMINARY INJUNCTION

1. IT IS HEREBY ORDERED that Defendants appear to show cause on **July 1, 2024, at 4:30 p.m.**, or as soon thereafter as counsel can be heard, before United States District Judge Alvin K. Hellerstein in Courtroom 14D of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York 10007, why an order pursuant to Rule 65 of the Federal Rules of Civil Procedure and Section 34 of the Lanham Act should not be entered granting Plaintiffs a preliminary injunction as follows:

2. Restraining and enjoining Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them from:

- a. using Plaintiffs' Marks, or any reproduction, counterfeit, copy, or colorable imitation of Plaintiffs' Marks, or any mark confusingly similar thereto or likely to dilute or detract from the Plaintiffs' Marks, in connection with manufacturing, distributing, delivering, shipping, importing, exporting, advertising, marketing, promoting, selling or offering for sale Counterfeit Products or any other products confusingly similar to Plaintiffs' Products, or that otherwise bear, contain, display, or utilize any of the Plaintiffs' Marks;
- b. making or employing any other commercial use of the Plaintiffs' Marks, any derivation or colorable imitation thereof, or any mark confusingly similar thereto or likely to dilute or detract from the Plaintiffs' Marks;
- c. using any other false designation of origin or false description or representation or any other thing calculated or likely to cause confusion or mistake in the mind of the trade or public or to deceive the trade or public into believing that Defendants'

products or activities are in any way sponsored, licensed or authorized by or affiliated or connected with Plaintiffs;

- d. using or transferring ownership of the Infringing Websites, or registering or using any domain names incorporating Plaintiffs' Marks, in whole or in part;
- e. using or transferring ownership of the Infringing Social Media, in whole or in part;
- f. any other acts or things calculated or likely to cause confusion or mistake in the mind of the public or to lead purchasers or consumers or investors to believe that the products or services promoted, offered, or sponsored by Defendants come from Plaintiffs' or their licensees, or are somehow licensed, sponsored, endorsed, or authorized by, or otherwise affiliated or connected with Plaintiffs;
- g. moving, returning, destroying, secreting, or otherwise disposing of any Counterfeit Products or any products that otherwise bear, contain, display, or utilize any of the Plaintiffs' Marks, any derivation or colorable imitation thereof, or any mark confusingly similar thereto or likely to dilute or detract from the Plaintiffs' Marks;
- h. removing, destroying, altering, secreting, or otherwise disposing of any computer files, electronic files or data, business records, or documents containing any information relating to any of the Infringing Websites or Infringing Social Media, Defendants' assets or operations, or to the importing, manufacturing, production, marketing, advertising, promoting, acquisition, purchase, distribution or sale of Counterfeit Products or any products that otherwise bear contain, display, or utilize any of the Plaintiffs' Marks, any derivation or colorable imitation thereof,

or any mark confusingly similar thereto or likely to dilute or detract from the Plaintiffs' Marks;

- i. further diluting and infringing the Plaintiffs' Marks and damaging Plaintiffs' goodwill;
- j. otherwise competing unfairly with Plaintiffs or any of their authorized licensees in any manner;
- k. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any money or other assets of Defendants, including but not limited to the transfers from or to any accounts held by, associated with, or utilized by Defendants, regardless of whether such money or assets are held in the U.S. or abroad, until further ordered by this Court; and
- l. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (a) through (k), or effecting any assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in subparagraphs (a) through (k).

3. Restraining Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them from accessing the Infringing Platforms for the duration of this action, as set forth further herein.

4. IT IS FURTHER ORDERED that Defendants' answering papers to Plaintiffs' Order to Show Cause, if any, shall be electronically filed with the Clerk of this Court and served

upon Plaintiffs' counsel by delivering copies thereof to the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193, Attention: Robert L. Weigel, Esq., by no later than **June 24, 2024**, with any reply by Plaintiffs to be electronically filed and served by **June 27, 2024**.

5. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to attend the hearing scheduled herein may result in confirmation of the relief provided herein, issuance of the requested preliminary injunction to take effect immediately upon expiration or dissolution of the temporary restraining order, and may otherwise extend for the pendency of this litigation upon the same terms and conditions that comprise this temporary restraining order. Defendants are hereby given further notice that they may be deemed to have actual notice of the issuance and terms of such preliminary injunction and any act by them or anyone of them in violation of any of the terms thereof may be considered and prosecuted as contempt of this Court.

II. TEMPORARY RESTRAINING ORDER

IT APPEARING to the Court that Defendants are manufacturing, exporting, importing, distributing, marketing, advertising, offering for sale, and/or selling the Counterfeit Products, including via the Infringing Platforms, and that Defendants will continue to carry out such acts unless restrained by Order of the Court:

6. IT IS FURTHER ORDERED that pending the hearing and determination on Plaintiffs' application for a preliminary injunction, Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, or having knowledge of this Order by personal service or

otherwise, are hereby temporarily restrained from committing any of the acts set forth in Paragraphs 2 and 3 above, and as set forth further herein.

7. IT IS FURTHER ORDERED that the Temporary Restraining Order shall remain in effect until the date for the hearing on the Order to Show Cause, as set forth above, or such further dates as set by the Court.

8. IT IS FURTHER ORDERED that, upon a showing that Defendants are continuing to sell Counterfeit Products on newly-detected Infringing Websites or through Infringing Social Media (“**Newly-Detected Infringing Platforms**”), the Plaintiffs may move to amend this Order to extend the application of the relief granted herein to the Newly-Detected Infringing Platforms.

9. IT IS FURTHER ORDERED that Plaintiffs shall post a corporate surety bond, cash, certified check, or attorney’s check in the amount of ten thousand dollars (\$10,000) as security, determined adequate for the payment of such damages as any person may be entitled to recover as a result of a wrongful restraint hereunder.

III. ASSET RESTRAINING ORDER

10. IT IS FURTHER ORDERED that, in accordance with Rule 65 of the Federal Rules of Civil Procedure, New York Civil Practice Law and Rules § 5222, 15 U.S.C. § 1116(a), and this Court’s inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, Defendants, their officers, directors, agents, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, including any third parties receiving actual notice of this Order by personal service or otherwise, are temporarily restrained and enjoined from transferring, withdrawing or disposing of any money or other assets into or out of any accounts held by, associated with, or utilized by Defendants, regardless of whether such money or assets are held in the U.S. or abroad, including

Defendants' accounts as listed in Attachment 5 to this Order and incorporated as if set forth expressly herein.

11. The provisions of this section apply to any and all money or assets, whether held in the U.S. or abroad, including but not limited to any money or assets held with:

(1) PayPal; (2) American Express, MasterCard, Visa, American Express, Diners Club International and/or Discover; (3) Apple Pay; (4) Cash App; (5) Alipay; (6) Bitcoin; (7) MoneyGram; (8) PaySend; (9) Transfer Wise/Wise; (10) Union Pay; (11) Venmo; (12) WeChat Pay; (13) Western Union; (14) Zelle; and (15) JCB.

12. IT IS FURTHER ORDERED that upon two (2) business days' written notice to the Court and Plaintiffs' counsel, any Defendant or affected third party may, upon proper showing, appear and move for dissolution or modification of the provisions of this Order.

IV. ORDER AUTHORIZING BIFURCATED AND ALTERNATIVE SERVICE BY ELECTRONIC MEANS

13. IT IS FURTHER ORDERED that, sufficient cause having been shown, Plaintiffs' motion for bifurcated alternative service by electronic means is granted, and service shall be made on Defendants, except as to pkshoes.store, bomblina.la, Shiby NY Inc., GDLEYU INC., EFX FASHION INC., and Star EFX Fashion Inc., and deemed effective if it is completed by delivery of Adobe PDF copies of this Order together with the Summons and Complaint to the email addresses set forth in Attachment 6 to this Order and incorporated as if set forth expressly herein. Such service shall be made within ten (10) days from the date of this Order, except as to John Doe or ABC Company Defendants who may be later identified.

V. ORDER AUTHORIZING EXPEDITED DISCOVERY

14. IT IS FURTHER ORDERED that Plaintiffs' motion to obtain expedited discovery from Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, is granted, and that Plaintiffs shall serve with this Order the requests for disclosures pursuant to Fed. R. Civ. P. 26 and Fed. R. Civ. P. 34 appended hereto as Attachment 7 to this Order and incorporated as if set forth expressly herein, and that Defendants shall produce all documents responsive to such requests on or before **June 24, 2024**; and

15. IT IS FURTHER ORDERED that, as set forth below, Plaintiffs' motion to obtain expedited discovery from third parties is granted.

A. Provisions Applicable to Third Party Financial Service Providers

16. IT IS FURTHER ORDERED that Plaintiffs may immediately request discovery by providing actual notice of this Order to any banks, savings and loan associations, payment processors or other financial institutions, merchant account providers, payment providers, third party processors, or credit card associations, which have provided services, received payment, or held assets for any Defendant, any of Defendants' operations, any of the Infringing Websites or Infringing Social Media, or for any other website or social media account owned or controlled by any Defendant, including without limitation, PayPal, American Express, MasterCard, Visa, American Express, Dinners Club International, Discover, Apple Pay, Cash App, Alipay, Bitcoin, MoneyGram, PaySend, Transfer Wise/Wise, Union Pay, Venmo, WeChat Pay, Western Union, Zelle and JCB.(collectively, "**Third Party Financial Service Providers**"); and

17. IT IS FURTHER ORDERED that, within ten (10) days of receiving actual notice of this Order by personal service or otherwise, all Third Party Financial Service Providers must provide to Plaintiffs' counsel all documents and records in their possession, custody or control,

whether located in the U.S. or abroad, relating to any financial accounts (including but not limited to any savings, checking, money market, or payment processing accounts) held by, associated with, or utilized by the Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them. This includes all documents and records relating to:

- a. Defendants' Infringing Websites and any other websites registered by Defendants, including the identities of the individuals or entities that registered and operated the Infringing Websites;
- b. Defendants' Infringing Social Media and any other social media accounts registered by Defendants, including the identities of the individuals or entities that registered and operated the Infringing Social Media;
- c. the manufacturing, exporting, importing, distributing, marketing, advertising, offering for sale, and/or selling of Counterfeit Products by Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them;
- d. the identities of any and all credit card processing agencies, merchant acquiring banks, or other financial institutions responsible for processing credit card, debit card, or other forms of financial transactions for the Infringing Platforms;
- e. the identities and addresses of Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, including without limitation, identifying information associated with Defendants' Infringing Platforms;

- f. payments made to or by Defendants in exchange for goods or services provided by or to Defendants, including information sufficient to identify the recipient and beneficiary of such payment;
- g. identifying information, including full account numbers;
- h. account opening documents, including account applications, signature cards, copies of identification documents provided and, if a business account, copies of any corporate resolution to open account and other business documents provided which may include articles of incorporation for the business;
- i. all deposits and withdrawals and any supporting documentation, including deposit slips, withdrawal slips, cancelled checks (both sides), and periodic account statements;
- j. all wire transfers into the financial accounts, including documents sufficient to identify the source of transferred funds, such as documents reflecting the name of the bank or entity from which the funds originated, the account number from which the funds were transferred, and the name of the person or entity from whose account such funds were transferred; and
- k. all wire transfers out of the financial accounts, including documents sufficient to identify the destination of the transferred funds, such as documents reflecting the name of the beneficiary of such transfer, the identity of the beneficiary's bank, and the beneficiary's full account number.

B. Provisions Applicable to Third Party Website Service Providers

18. IT IS FURTHER ORDERED that Plaintiffs may immediately request discovery by providing actual notice of this Order to any Internet service providers (“**ISPs**”), back-end

service providers, website designers, sponsored search engine ad-word providers, shippers, domain name registrars, domain name registries, domain protection services, or any other business supporting, hosting or providing e-commerce services to any Defendant, any of Defendants' Infringing Websites, or for any other website owned or controlled by any Defendant (collectively, "**Third Party Website Service Providers**"); and

19. IT IS FURTHER ORDERED that, within ten (10) days of receiving actual notice of this Order by personal service or otherwise, all Third Party Website Service Providers must provide to Plaintiffs' counsel all documents and records in their possession, custody or control, whether located in the U.S. or abroad, relating to:

- a. Defendants' Infringing Websites and any other websites registered by Defendants, including the identities of the individuals or entities that registered and operated the Infringing Websites;
- b. the manufacturing, exporting, importing, distributing, marketing, advertising, offering for sale, and/or selling of Counterfeit Products by Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them;
- c. the identities and addresses of Defendants, their officers, directors, agents, employees, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, including without limitation, identifying information associated with Defendants' Infringing Websites; and
- d. payments made to or by Defendants in exchange for goods or services provided by or to Defendants, including information sufficient to identify the recipient and beneficiary of such payment.

C. Provisions Applicable to All Third Party Service Providers

20. IT IS FURTHER ORDERED that Plaintiff may immediately request discovery by providing actual notice of this Order along with a subpoena, pursuant to Fed. R. Civ. P. 45, to any other third party service providers that have provided services for any Defendant, any of Defendants' Infringing Platforms, or for any other website or social media account owned or controlled by any Defendant (collectively "**Other Third Party Service Providers**").

21. IT IS FURTHER ORDERED that, pursuant to this Court's authority under Rules 1, 26, and 34 of the Federal Rules of Civil Procedure and this Court's own inherent authority, plaintiffs may also serve subpoenas for the production of documents, electronically stored information, or tangible things similar to those allowed in the preceding paragraphs of this Order on an expedited basis pursuant to this Order, and that within ten (10) days of receiving actual notice of this Order and being served with a subpoena pursuant to this Order, all Other Third Party Service Providers who receive such subpoena must either provide to Plaintiffs' counsel all responsive documents and records in their possession, custody or control, whether located in the U.S. or abroad, or else seek relief from this Court from the obligations created by this Order.

VI. ORDER TO SUSPEND DEFENDANTS' INFRINGING PLATFORMS

22. IT IS FURTHER ORDERED, pursuant to Fed. R. Civ. P. 65(d)(2), that any Third Party Website Service Provider, including but not limited to VeriSign, Inc., NeuStar, Inc., Nominet UK, Registry Services, LLC, .Club Domains, LLC, Public Interest Registry, and/or an individual registrar or Other Third Party Service Provider holding or listing one or more domain names or social media accounts used in conjunction with Defendants' Infringing Platforms, including those set forth in Attachments 2, 3 and 4 to this Order and incorporated as if set forth

expressly herein, shall, within three (3) business days of receiving actual notice of this Order by personal service or otherwise, temporarily disable these domain names and/or social media accounts, and make them inactive and untransferable until further order from this Court.

Notwithstanding the preceding sentence, the terms of this Paragraph shall have no application if a domain name or social media account has already been disabled and/or the ownership of such domain name or social media account has been transferred by the Other Third Party Service Provider pursuant to a court order issued in another litigation.

VII. PROHIBITION AGAINST AIDING AND ABETTING VIOLATIONS OF THIS ORDER BY THIRD PARTIES

23. IT IS FURTHER ORDERED, by automatic operation of Fed. R. Civ. P. 65(d)(2), that all third parties who act in active concert or participation with Defendants and who receive actual notice of this Order by personal service or otherwise shall be bound by the terms of this Order and are prohibited from assisting in any violation of this Order, including, without limitation:

- a. permitting the transfer, withdrawal or disposal of any money or other assets by Defendants, their officers, directors, agents, representatives, successors or assigns, and all persons acting in concert or in participation with any of them, into or out of any accounts held by, associated with or utilized by any of the Defendants, regardless of whether such money or assets are held in the U.S. or abroad;
- b. permitting the advertising, promoting, or marketing of Defendants' Counterfeit Products or the Infringing Platforms, or the sale or distribution of Counterfeit Products by Defendants, their officers, directors, agents, representatives, successors or assigns, and all persons acting in concert or in participation with any of them; and

- c. supporting, hosting or providing e-commerce services Defendants' Infringing Platforms, including continuing to connect customers to the Infringing Platforms.
24. IT IS FURTHER ORDERED that any third party that has received proper notice of this Order pursuant to Fed. R. Civ. P. 65(d)(2), and requires clarifications as to its duties, if any, under this Order, may make an application to this Court, with notice to Plaintiffs' counsel.

SO ORDERED.

Dated: June 13, 2024
New York, New York

A handwritten signature in blue ink, reading "Katherine Polk Failla".

KATHERINE POLK FAILLA
United States District Judge, Part I

ATTACHMENT 1

Defendant Networks				
Defendant Network	Website	Email	Social	Names
1	rimisneaker.cc rimisneaker.ru rimisneaker.us	rimisneaker@gmail.com sz@baofuplus.com	8615622391330 (Whatsapp) 8617359417330 (Whatsapp) UCMtsBM93bWwMNibYKuLEY8Q (YouTube) rimisneaker_1 (Instagram) rimisneaker (Wechat)	Shiby NY Inc. Ming Fu Hong Trading Limited
2	bstsneaker.com bstsneakers.com songsneaker.com stockxshoes.com stockxshoesvip.com	amy@bstsneaker.com amy@bstsneakers.com info@smartselfbalancewheel.com maysong@songsneaker.com service@stockxshoes.com	18950744921 (WeChat) 85244048557 (Whatsapp) 85297976425 (Whatsapp) 8613646012644 (Whatsapp) 8618950744921 (Whatsapp) UCW6c2Qjjrc_eRBttl6FnUQ (YouTube) UCiVgTu562GBKYVETpPrNCHA (YouTube) UCoxkgQebYcC7Wpnc4q5Ykzg (YouTube) UCtnTC07rJe8filoxg5xc5qg (YouTube) SongSneaker-105636734730124 (Facebook) bstsneaker.store (Instagram) bstsneakers.store (Instagram) bstsneakersofficial (Instagram)	\$ytrading616 Mr. Wang

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			stockxshoes_tt (Instagram) stockxshoes_xx2 (Instagram) r/BSTReps (Reddit) r/Stockxshoescom (Reddit)	
3	cocoshoes.net cocoshoesvip.com bagsmalles.com	cocoshoes2011@gmail.com	85264329578 (Whatsapp) UCbFWidqtG9P82KIW81R bNIQ (YouTube) COCO-SHOES- 108421181587233 (Facebook) cocoshoesjing_ (Instagram) cocoshoesnet (Instagram) cocoshoesshop_ (Instagram) 18950744921 (Wechat)	
4	buykicks.me	buykicks888@163.com buykicks888@gmail.com shoeboxes0597@gmail.com dingna888@outlook.com	8618171220597 (Whatsapp) 861886529701 (Whatsapp)) buykicks88 (Instagram) nicejordansnet3 (Instagram) shoeboxes068 (Instagram) 8618171220597 (Wechat) 861886529701 (Wechat) 8618086529701 (Whatsapp)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
5	carlsneaker.com	carlkicks.com@gmail.com baowu66520@163.com	18396000349 (Whatsapp) 8618396000349 (Whatsapp) carlkicks1 (Instagram) carlkicks (Wechat)	Joom E-Commerce Company Limited
6	ddkicks.net	DDkicks2009@gmail.com chenyansong7706@outlook.com	8617359057025 (Whatsapp) UC-A9EoPxIEYzjAsyaRBGcjA (YouTube) ddkicks2009 (Instagram) r/ddkicks (Reddit)	
7	hotkicks.cc hotkicks.org	hotkicks.cc@gmail.com hotkicks666@gmail.com LQG7183167666@gmail.com	16167554659 (Whatsapp) 85257671726 (Whatsapp) hotkicks.cc (Facebook) hotkicks.org (Facebook) hotkicks.cc2 (Instagram) hotkicks_official (Instagram) hotkicksorg.official2 (Instagram) r/HotKicks_Offical (Reddit)	GDLEYU INC.
8	hypeunique.com hypeunique.is hypeunique.me	csHypeunique@gmail.com lqg718316766@gmail.com	85251750050 (Whatsapp) UCRdNAICN3iK_tZjr3yrjddA (YouTube) hypeunique.review (Instagram) hypeunique__review (Instagram)	GDLEYU Inc.
9	kickmax.ru	kickmax08@gmail.com Delta1879@outlook.com	85368525066 (Whatsapp) gslucky88 (Instagram)	EFX FASHION INC.

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			kickmax0 (Instagram)	
10	kickscentral.cc kickscentral.me killone.x.yupoo.com	kickscentralnet@gmail.com 525843008@qq.com	8618250518099 (Whatsapp) UCLOCBVp7Np1mfjGVDto k3EA (YouTube) kicks_wow (Instagram) kicksfollow (Instagram) pinkkickz (Instagram) kickscentral (Wechat) r/kickscentral (Reddit)	
11	kickwho.cc kickwho.xyz	admin@kickwho.org kickwhoofficial@gmail.com	85253741963 (Whatsapp) 85255139716 (Whatsapp) 85291452559 (Whatsapp) 8613023858310 (Whatsapp) kickwho.snkrs (Instagram) kwsnkrs.review (Instagram) shoe_reviewss (Instagram) kickwho (Wechat) kickwho-snkrs (Wechat) r/kickwho (Reddit) u/kickwho_l (Reddit)	Misstylea
12	kickzluucas.com	sneaker1908@outlook.com yaozee@hotmail.com kickzluucas@hotmail.com	8613959504723 (Whatsapp) kickzluucasofficial (Instagram)	厦门同安区东虹启贸易有限公司 Joom E-Commerce Company Limited
13	lgroseru xbl0594.x.yupoo.com	lgroseru@outlook.com guolinleov@yeah.net	8613599017477 (Whatsapp)	Guoxiong Lin

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			8613599462933 (Whatsapp) lgrose.ru (Instagram) lgroseru55 (Instagram)	
14	lkkiks.com	lkkikspro@gmail.com zxg0508@yeah.net	8613459075059 (Whatsapp) lkkiks_com (Instagram) lkkiks (Wechat)	Xianguo Zhou Bo Ying Trading Hong Kong Limited
15	888kicks.ru	service@888kicks.ru zhongwei6983@outlook.com	85254929956 (Whatsapp) 8617396500129 (Whatsapp) UC_sm5K0xcii0FEZKm4TQYKQ (YouTube) love888kicks (Instagram) r/888kicks (Reddit)	
16	mangomeee.com	blackstore19@163.com shiyingliao1@gmail.com	8613255911553 (Whatsapp) 8617759076897 (Whatsapp) mangomeee.snkr (Instagram) mangomeee.snkr (Instagram) mangomeee2022 (Instagram) mangofamilyshoes (Wechat) mangomeee (Wechat)	MIKA TECHNOLOGY CO., LIMITED
17	mangomeee.co	lesslieuey@gmail.com mangomeeeofficial@163.com 2803417414@qq.com	85252610300 (Whatsapp) 85265997053 (Whatsapp) UC3G1SHtuPYzJtHLKfXcENw (YouTube)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			mangomeee_official (Instagram) mangomeeeclub (Instagram) 44 7927 522960 (Whatsapp)	
18	monicasneaker.cc	ellen143feng@hotmail.com monicasneaker@gmail.com 921478041@qq.com	8617007357135 (Whatsapp) 8618396001806 (Whatsapp) monicasneaker.ccc (Instagram) 8618396001806 (Wechat) 8617189364043 (Phone) r/monicasneaker (Reddit) u/og_monica (Reddit)	Ming Fu Hong Trading Limited
19	houyw.x.yupoo.com	1044086152@qq.com	8613266816871 (Whatsapp) 8618183338814 (Whatsapp) mrhou_4898 (Instagram) mr-hou4898 (Wechat)	Bo Ying Trading Hong Kong Limited
20	muksstore.x.yupoo.com	1273525285@qq.com	18105229793 (Whatsapp) 8613799614052 (Whatsapp) official_muksstore (Instagram)	刘永乐 Bo Ying Trading Hong Kong Limited
21	rarerapsneaker.x.yupoo.com rarerepclothing.x.yupoo.com	1223778499@qq.com	8613328838183 (Whatsapp) rarerepclothing (Instagram)	Sing Ying Trading Limited

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			rarerepsneaker2 (Instagram) rarerepsneaker3 (Instagram) 13328838183 (Wechat)	
22	hewitt2303.x.yupoo.com	3528315590@qq.com	8618879144396 (Whatsapp) ryannorman4 (Instagram)	
23	sharesneaker.us sharesneaker.vip sharesneakers.us sharesneakers.vip stockxpro.com stockxpro.vip stockxprovip.com supersneakers.vip stylesneaks.com	stockxpro01@gmail.com stylesneaks@gmail.com sharesneakervip@gmail.com	15659806542 (Whatsapp) 85256109281 (Whatsapp) 8615659806542 (Whatsapp) UCsn9Ca6IOjScas9rLEeLrXA (YouTube) stockxpro (YouTube) stockxpro.usa (Instagram) stockxprosneakers (Instagram) stockxpro-vip-alice (Wechat) r/StockxPro (Reddit) r/fashionrep (Reddit) r/stockxpro (Reddit) u/stockxproservice (Reddit)	PYN*Cnfashion Club
24	timsneakers.com	vipcustomerservice1@gmail.com hellotracy2018@qq.com	8613015983512 (Whatsapp) 8618650212083 (Whatsapp) UCw_A-4QUn_CEKM8cfMQpjaQ (YouTube)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			timsneakerscom (Instagram) 8613015983512 (Wechat) r/Timsneakers (Reddit) r/timsneakers (Reddit) u/timsneakers_com (Reddit)	
25	ubuysneakers.com	ubuysneakers@outlook.com mislich@outlook.com	85264265446 (Whatsapp) 85294300508 (Whatsapp) ubuysneakers (Instagram) r/UBuySneakers (Reddit) r/ubuysneakers (Reddit) u/ubuysneakers (Reddit)	Casnda Corp Limited-B2C
26	ulrica688.x.yupoo.com	2101979609@qq.com	8617767113866 (Whatsapp) ulrica688888 (Instagram)	Bo Ying Trading Hong Kong Limited
27	bmlin.net hypeshoes.co stockxkicks.com wawone.com	bmlinbella@gmail.com hypeshoes.co3@gmail.com stockxkicksvip@gmail.com	447594776750 (Whatsapp) 85253806268 (Whatsapp) 85267237597 (Whatsapp) 8618039014337 (Whatsapp) UCBvFg4ZvGFGDjGcjkHD_IA (YouTube) UCvCL_rkEWJwi4V4lfzoWHZA (YouTube) hypeshoes.co (Facebook) bmlinshoes1 (Instagram) hypeshoescoo (Instagram) love.nicekicks (Instagram) lovekicks.vip (Instagram)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			stockx_kicks_ (Instagram) r/HYPESHOES_co (Reddit) r/Stockxkicks (Reddit)	
28	clubkickz.com footskick.ru	clubkickz5@gmail.com footskick2@gmail.com yadonghuang693@outlook.com yildizguney31@gmail.com (PP) alan9527mand@outlook.com (ZL)	85260981515 (Whatsapp) 8618086465089 (Whatsapp) 861886465089 (Whatsapp) footskicks8 (Instagram) 861886465089 (Wechat)	Star EFX Fashion Inc.
29	coolkicksmall.com	service@coolkicksmall.com	8618959235127 (Whatsapp)	\$Kaideninc616
30	crewkick.net crewkicks.org	crewkickofficial@gmail.com info@crewkick.net service@crewkick.net service@wintopay.com	18389001437 (Whatsapp) 85252246012 (Whatsapp) UCYxgYy8bBebOmC0X-v5YsDg (YouTube) r/crewKickr3ps (Reddit) u/crewKICK_ (Reddit)	WTP*stepsupshoes
31	dopesneaker.co	dopesneakersale@hotmail.com 3626967975@qq.com	8618107269391 (Whatsapp) dopesneaker.co (Instagram) dopesneakerco (Instagram) 8618107269391 (Wechat)	Jiemaos Commerce Co. Ltd. Joom E-Commerce Company Limited
32	flightkickz.cn flightkickz.com kicksgate.com	flightkickz@gmail.com flightkickz2017@gmail.com	17477671215 (Whatsapp) 7477671215 (Whatsapp) 85255465409 (Whatsapp)	志雄 祁 Chan Wai

Defendant Networks				
Defendant Network	Website	Email	Social	Names
	ln5factory.com yzynation.com	qzxandy@163.com	85255465492 (Whatsapp) 8615060357238 (Whatsapp) 9452646188 (Whatsapp) UCWqUfBzNE3aCVtMk45T75aw (YouTube) fkz.plug (Instagram) fkzonfire (Instagram) ln5plug (Wechat) r/Flightkickz (Reddit) r/flightkickz (Reddit)	Bo Ying Trading Hongkong Limited
33	gmkim.vn.ua	huijian9023@foxmail.com noreply@ordernotify.net	639053615408 (Whatsapp) 85266080171 (Whatsapp) gmktina (Instagram) gmktina (Wechat) r/gmksub (Reddit)	郑会见
34	hotkickss.ru	hotkickss1977@hotmail.com czspp2002@outlook.com	85266617105 (Whatsapp) chancy.green.52 (Facebook) hot20023 (Instagram) 852 5347 4599 (Phone)	Joom E-Commerce Company Limited
35	hypeboost.ru hypeboost.shop hypeboost.store hypeboosts.com hypeboosts.ru	ekodgtrading1@gmail.com	17079311942 (Whatsapp) 85267335067 (Whatsapp) hypeboosts (Instagram) tejasrcpilot (Instagram) hypeboosts (Wechat) r/hypeboosts (Reddit)	EKO DG TRADING INC.
36	jdfoot.co	jdfootstore@gmail.com	85253072903 (Whatsapp)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
	clothswmall.com		UC71kLLDhnW6aDGytprE2aPA (YouTube) jdfootsneaker (Instagram) jdfootstore (Instagram)	
37	pkshoes.store	pkshoes3@ordermail.org service@ordermail.org pkshoes5@ordermail.org	PK-Shoes-109037267542255 (Facebook)	Vkomall One Pick (HK) Limited
38	dunkskicks.org jordankicks.org popkicks.org popshoe.org	emailbestyeezyshoes@gmail.com emailpopkicksrep@gmail.com emailpopsneakersrep@gmail.com popshoeofficial@gmail.com renl37303@gmail.com	popshoeofficial (Instagram) 3233025706 (Phone)	通城佩娜百货店 PEINABAXNYJ Bo Ying Trading Hong Kong Limited
39	taosneakers.com cnfashionclub.com	taosneakers@gmail.com	8529286003 (Whatsapp) 8618059868271 (Whatsapp) UCjWueb4AHR6SYnsTcqRqBVg (YouTube) aceereps (Instagram) rep.education.center (Instagram) taosneakers_ins (Instagram)	
40	uabat.xyz uabatman.com	liweiliu888@outlook.com	16466377762 (Whatsapp) 8613607545746 (Whatsapp) 8613666905331 (Whatsapp) uabat.ru (Instagram)	

Defendant Networks				
Defendant Network	Website	Email	Social	Names
			uabat0 (Instagram) r/UaBat (Reddit) r/uabat (Reddit) u/uabat (Reddit)	
41	pkstockx.cc	service@pkstockx.com	19565163160 (Whatsapp) UC7yOIAzmFxxSssIVYbfXBpw (YouTube) pkstock.x (Instagram) uabatman.com (Reddit)	\$Kaideninc616
42	sneakerwill.shop	wsneakerwill@gmail.com kailllsneakers@gmail.com	8617359409448 (Whatsapp) 8618605016686 (Whatsapp) sneakerwillshop (Instagram) r/WillSneakers (Reddit)	莆田百耀科技有限公司
43	luckshoes.ru	buyshoesclothing88@gmail.com comes2014@hotmail.com	8613529089262 (Whatsapp) luckshoesru3 (Instagram) r/luckshoesSneakers (Reddit) u/luckshoes (Reddit)	丽明 林
44	perfectkicks.top	pkdoingthebest@gmail.com pkdoingthebest11@outlook.com	18059533333 (Whatsapp) 19959503333 (Whatsapp) 8617759018888 (Whatsapp) pkdoingthebest2008 (Instagram) r/PKDoingBest (Reddit) u/PKDoingBest (Reddit)	建辉 刘

Defendant Networks				
Defendant Network	Website	Email	Social	Names
45	jaskicks.ru	jaskicks@outlook.com zxq5790316@163.com	8613288881136 (Whatsapp) jaskicks2008 (Instagram) r/jaskicks2008 (Reddit) u/JASKicks2008 (Reddit)	钟小青
46	coptop.net coptop.ru	coptopvip@gmail.com copsneakers.top@gmail.com	85261546060 (Whatsapp) coptop.top (Instagram)	COPTOP 陈珍琴
47	m1sneakers.com	m1sneakers@outlook.com 1053245683@qq.com	85269248974 (Whatsapp) 85292478434 (Whatsapp) m1sneakers (Facebook) m1sneakers01 (Instagram)	Casnda Corp Limited-B2C
48	bomblines.cc bomblines.la	bomblines.cc@gmail.com bomblinesofficial@gmail.com lemonzf73@163.com	85253055346 (Whatsapp) 85256157445 (Whatsapp) 85268421175 (Whatsapp) bomblines_kicks (Instagram) bomblines-cc (Wechat) r/BombLine (Reddit)	Bo Ying Trading Hong Kong Limited
49	ebuysneakers.com	sale@ebuysneakers.com 870895201@qq.com	ebuysneakers (Instagram) 86 138 5985 5080 (Phone)	
50	Xylar.co	sales@xylar.co		SP XYLAR STUDIO
51	dmsneaker.com rsneakers.fun	rwindsneakers@outlook.com		\$DedianFang
52	solenlaces.com	solenlaces21@gmail.com		

ATTACHMENT 2

Infringing Websites by Network	
No.	Infringing Website
Network 1	
1	rimisneaker.cc
2	rimisneaker.ru
3	rimisneaker.us
Network 2	
4	bstsneaker.com
5	bstsneakers.com
6	songsneaker.com
7	stockxshoes.com
8	stockxshoesvip.com
Network 3	
9	cocoshoes.net
10	cocoshoesvip.com
11	bagsmalles.com
Network 4	
12	buykicks.me
Network 5	
13	carlsneaker.com
Network 6	
14	ddkicks.net
Network 7	
15	hotkicks.cc
16	hotkicks.org

Infringing Websites by Network	
No.	Infringing Website
Network 8	
17	hypeunique.com
18	hypeunique.is
19	hypeunique.me
Network 9	
20	kickmax.ru
Network 10	
21	kickscentral.cc
22	kickscentral.me
23	killone.x.yupoo.com
Network 11	
24	kickwho.cc
25	kickwho.xyz
Network 12	
26	kickzluucas.com
Network 13	
27	lgrose.ru
28	xbl0594.x.yupoo.com
Network 14	
29	lkkiks.com
Network 15	
30	888kicks.ru
Network 16	

Infringing Websites by Network	
No.	Infringing Website
31	mangomeee.com
Network 17	
32	mangomeee.co
Network 18	
33	monicasneaker.cc
Network 19	
34	houyw.x.yupoo.com
Network 20	
35	muksstore.x.yupoo.com
Network 21	
36	rarerapsneaker.x.yupoo.com
37	rarerepclothing.x.yupoo.com
Network 22	
38	hewitt2303.x.yupoo.com
Network 23	
39	sharesneaker.us
40	sharesneaker.vip
41	sharesneakers.us
42	sharesneakers.vip
43	stockxpro.com
44	stockxpro.vip
45	stockxprovip.com
46	supersneakers.vip

Infringing Websites by Network	
No.	Infringing Website
47	stylesneaks.com
Network 24	
48	timsneakers.com
Network 25	
49	ubuysneakers.com
Network 26	
50	ulrica688.x.yupoo.com
Network 27	
51	bmlin.net
52	hypeshoes.co
53	stockxkicks.com
54	wawone.com
Network 28	
55	clubkickz.com
56	footskick.ru
Network 29	
57	coolkicksmall.com
Network 30	
58	crewkick.net
59	crewkicks.org
Network 31	
60	dopesneaker.co
Network 32	

Infringing Websites by Network	
No.	Infringing Website
61	flightkickz.cn
62	flightkickz.com
63	kicksgate.com
64	ln5factory.com
65	yzynation.com
Network 33	
66	gmkim.vn.ua
Network 34	
67	hotkickss.ru
Network 35	
68	hypeboost.ru
69	hypeboost.shop
70	hypeboost.store
71	hypeboosts.com
72	hypeboosts.ru
Network 36	
73	jdfoot.co
74	clothswmalls.com
Network 37	
75	pkshoes.store
Network 38	
76	dunkskicks.org
77	jordankicks.org

Infringing Websites by Network	
No.	Infringing Website
78	popkicks.org
79	popshoe.org
Network 39	
80	taosneakers.com
81	cnfashionclub.com
Network 40	
82	uabat.xyz
83	uabatman.com
Network 41	
84	pkstockx.cc
Network 42	
85	sneakerwill.shop
Network 43	
86	luckshoes.ru
Network 44	
87	perfectkicks.top
Network 45	
88	jaskicks.ru
Network 46	
89	coptop.net
90	coptop.ru
Network 47	
91	m1sneakers.com

Infringing Websites by Network	
No.	Infringing Website
Network 48	
92	bomblines.cc
93	bomblines.la
Network 49	
94	ebuysneakers.com
Network 50	
95	Xylar.co
Network 51	
96	dmsneaker.com
97	rsneakers.fun
Network 52	
98	solenlaces.com

ATTACHMENT 3

Infringing Websites by Domain Name	
No.	Infringing Website
.cc	
1.	bomblines.cc
2.	hotkicks.cc
3.	kickscentral.cc
4.	kickwho.cc
5.	monicasneaker.cc
6.	pkstockx.cc
7.	rimisneaker.cc
.cn	
8.	flightkickz.cn
.co	
9.	dopesneaker.co
10.	hypeshoes.co
11.	jdfoot.co
12.	mangomeee.co
13.	Xylar.co
.com	
14.	bagsmalles.com
15.	bstsneaker.com
16.	bstsneakers.com
17.	carlsneaker.com
18.	clothswmall.com
19.	clubkickz.com

Infringing Websites by Domain Name	
No.	Infringing Website
20.	cnfashionclub.com
21.	cocoshoesvip.com
22.	coolkicksmall.com
23.	dmsneaker.com
24.	ebuysneakers.com
25.	flightkickz.com
26.	hypeboosts.com
27.	hypeunique.com
28.	kicksgate.com
29.	kickzluccas.com
30.	lkkiks.com
31.	ln5factory.com
32.	mlsneakers.com
33.	mangomeee.com
34.	solenlaces.com
35.	songsneaker.com
36.	stockxkicks.com
37.	stockxpro.com
38.	stockxprovip.com
39.	stockxshoes.com
40.	stockxshoesvip.com
41.	stylesneaks.com
42.	taosneakers.com

Infringing Websites by Domain Name	
No.	Infringing Website
43.	timsneakers.com
44.	uabatman.com
45.	ubuysneakers.com
46.	wawone.com
47.	yzynation.com
.fun	
48.	rsneakers.fun
.is	
49.	hypeunique.is
.la	
50.	bomblin.la
.me	
51.	buykicks.me
52.	hypeunique.me
53.	kickscentral.me
.net	
54.	bmlin.net
55.	cocoshoes.net
56.	coptop.net
57.	crewkick.net
58.	ddkicks.net
.org	
59.	crewkicks.org

Infringing Websites by Domain Name	
No.	Infringing Website
60.	dunkskicks.org
61.	hotkicks.org
62.	jordankicks.org
63.	popkicks.org
64.	popshoe.org
.ru	
65.	888kicks.ru
66.	coptop.ru
67.	footskick.ru
68.	hotkickss.ru
69.	hypeboost.ru
70.	hypeboosts.ru
71.	jaskicks.ru
72.	kickmax.ru
73.	lgrose.ru
74.	luckshoes.ru
75.	rimisneaker.ru
.shop	
76.	hypeboost.shop
77.	sneakerwill.shop
.store	
78.	hypeboost.store
79.	pkshoes.store

Infringing Websites by Domain Name	
No.	Infringing Website
.top	
80.	perfectkicks.top
.us	
81.	rimisneaker.us
82.	sharesneaker.us
83.	sharesneakers.us
.vip	
84.	sharesneaker.vip
85.	sharesneakers.vip
86.	stockxpro.vip
87.	supersneakers.vip
.vn.ua	
88.	gmkim.vn.ua
x.yupoo.com	
89.	hewitt2303.x.yupoo.com
90.	houyw.x.yupoo.com
91.	killone.x.yupoo.com
92.	muksstore.x.yupoo.com
93.	rarerapsneaker.x.yupoo.com
94.	rarerepclothing.x.yupoo.com
95.	ulrica688.x.yupoo.com
96.	xbl0594.x.yupoo.com
.xyz	

Infringing Websites by Domain Name	
No.	Infringing Website
97.	kickwho.xyz
98.	uabat.xyz

ATTACHMENT 4

Infringing Social Media		
No.	Type	Handle
Network 1		
1	WhatsApp	8615622391330
2	WhatsApp	8617359417330
3	YouTube	UCMtsBM93bWwMNibYKuLEY8Q
4	Instagram	rimisneaker_1
5	WeChat	rimisneaker
Network 2		
6	WeChat	18950744921
7	WhatsApp	85244048557
8	WhatsApp	85297976425
9	WhatsApp	8613646012644
10	WhatsApp	8618950744921
11	YouTube	UCW6c2Qjjrc_eRBttl6F-nUQ
12	YouTube	UCiVgTu562GBKYVETpPrNCHA
13	YouTube	UCoxkgQebYcC7Wpnc4q5Ykzg
14	YouTube	UCtnTC07rJe8fiIoxg5xc5qg
15	Facebook	SongSneaker-105636734730124
16	Instagram	bstsneaker.store
17	Instagram	bstsneakers.store
18	Instagram	bstsneakersofficial
19	Instagram	stockxshoes_tt
20	Instagram	stockxshoes_xx2
21	Reddit	r/BSTReps

Infringing Social Media		
No.	Type	Handle
22	Reddit	r/Stockxshoescom
Network 3		
23	WhatsApp	85264329578
24	YouTube	UCbFWidqtG9P82KIW81RbNIQ
25	Facebook	COCO-SHOES-108421181587233
26	Instagram	cocoshoesjing_
27	Instagram	cocoshoesnet
28	Instagram	cocoshoesshop_
29	WeChat	18950744921
Network 4		
30	WhatsApp	8618171220597
31	WhatsApp	861886529701
32	Instagram	buykicks88
33	Instagram	nicejordansnet3
34	Instagram	shoeboxes068
35	WeChat	8618171220597
36	WeChat	861886529701
37	WhatsApp	8618086529701
Network 5		
38	WhatsApp	18396000349
39	WhatsApp	8618396000349
40	Instagram	carlkicks1
41	WeChat	carlkicks

Infringing Social Media		
No.	Type	Handle
Network 6		
42	WhatsApp	8617359057025
43	YouTube	UC-A9EoPxIEYZjAsyaRBGcjA
44	Instagram	ddkicks2009
45	Reddit	r/ddkicks
Network 7		
46	WhatsApp	16167554659
47	WhatsApp	85257671726
48	Facebook	hotkicks.cc
49	Facebook	hotkicks.org
50	Instagram	hotkicks.cc2
51	Instagram	hotkicks_official
52	Instagram	hotkicksorg.official2
53	Reddit	r/HotKicks_Offical
Network 8		
54	WhatsApp	85251750050
55	YouTube	UCRdNAICN3iK_tZjr3yrjIdA
56	Instagram	hypeunique.review
57	Instagram	hypeunique__review
Network 9		
58	WhatsApp	85368525066
59	Instagram	gslucky88
60	Instagram	kickmax0

Infringing Social Media		
No.	Type	Handle
Network 10		
61	WhatsApp	8618250518099
62	YouTube	UCLOCBVp7Np1mfjGVDtok3EA
63	Instagram	kicks_wow
64	Instagram	kicksfollow
65	Instagram	pinkkickz
66	WeChat	kickscentral
67	Reddit	r/kickscentral
Network 11		
68	WhatsApp	85253741963
69	WhatsApp	85255139716
70	WhatsApp	85291452559
71	WhatsApp	8613023858310
72	Instagram	kickwho.snkrs
73	Instagram	kwsnkrs.review
74	Instagram	shoe_reviewss
75	WeChat	kickwho
76	WeChat	kickwho-snkrs
77	Reddit	r/kickwho
78	Reddit	u/kickwho_1
Network 12		
79	WhatsApp	8613959504723
80	Instagram	kickzlucaofficial

Infringing Social Media		
No.	Type	Handle
Network 13		
81	WhatsApp	8613599017477
82	WhatsApp	8613599462933
83	Instagram	lgrose.ru
84	Instagram	lgroseru55
Network 14		
85	WhatsApp	8613459075059
86	Instagram	lkkiks_com
87	WeChat	lkkiks
Network 15		
88	WhatsApp	85254929956
89	WhatsApp	8617396500129
90	YouTube	UC_sm5K0xcii0FEZKm4TQYKQ
91	Instagram	love888kicks
92	Reddit	r/888kicks
Network 16		
93	WhatsApp	8613255911553
94	WhatsApp	8617759076897
95	Instagram	mangomeee.snkr
96	Instagram	mangomeee.snkr
97	Instagram	mangomeee2022
98	WeChat	mangofamilyshoes
99	WeChat	mangomeee

Infringing Social Media		
No.	Type	Handle
Network 17		
100	WhatsApp	85252610300
101	WhatsApp	85265997053
102	YouTube	UC3G1SHtuPYzJtHLKfXcENw
103	Instagram	mangomeee_official
104	Instagram	mangomeeeclub
105	WhatsApp	44 7927 522960
Network 18		
106	WhatsApp	8617007357135
107	WhatsApp	8618396001806
108	Instagram	monicasneaker.ccc
109	WeChat	8618396001806
110	Phone	8617189364043
111	Reddit	r/monicasneaker
112	Reddit	u/og_monica
Network 19		
113	WhatsApp	8613266816871
114	WhatsApp	8618183338814
115	Instagram	mrhou_4898
116	WeChat	mr-hou4898
Network 20		
117	WhatsApp	18105229793
118	WhatsApp	8613799614052

Infringing Social Media		
No.	Type	Handle
119	Instagram	official_muksstore
Network 21		
120	WhatsApp	8613328838183
121	Instagram	rarerepclothing
122	Instagram	rarerepsneaker2
123	Instagram	rarerepsneaker3
124	WeChat	13328838183
Network 22		
125	WhatsApp	8618879144396
126	Instagram	ryannorman4
Network 23		
127	WhatsApp	15659806542
128	WhatsApp	85256109281
129	WhatsApp	8615659806542
130	YouTube	UCsn9Ca6IOjScas9rlEeLrXA
131	YouTube	stockxpro
132	Instagram	stockxpro.usa
133	Instagram	stockxprosneakers
134	WeChat	stockxpro-vip-alice
135	Reddit	r/StockxPro
136	Reddit	r/fashionrep
137	Reddit	r/stockxpro
138	Reddit	u/stockxproservice

Infringing Social Media		
No.	Type	Handle
Network 24		
139	WhatsApp	8613015983512
140	WhatsApp	8618650212083
141	YouTube	UCw_A-4QUn_CEKM8cfMQpjaQ
142	Instagram	timsneakerscom
143	WeChat	8613015983512
144	Reddit	r/Timsneakers
145	Reddit	r/timsneakers
146	Reddit	u/timsneakers_com
Network 25		
147	WhatsApp	85264265446
148	WhatsApp	85294300508
149	Instagram	ubuysneakers
150	Reddit	r/UBuySneakers
151	Reddit	r/ubuysneakers
152	Reddit	u/ubuysneakers
Network 26		
153	WhatsApp	8617767113866
154	Instagram	ulrica688888
Network 27		
155	WhatsApp	447594776750
156	WhatsApp	85253806268
157	WhatsApp	85267237597

Infringing Social Media		
No.	Type	Handle
158	WhatsApp	8618039014337
159	YouTube	UCBvFg4ZvGFGDjGcjkD__IA
160	YouTube	UCvCL_rkEWJwi4V4lfzoWHZA
161	Facebook	hypeshoes.co
162	Instagram	bmlinshoes1
163	Instagram	hypeshoesco
164	Instagram	love.nicekicks
165	Instagram	lovekicks.vip
166	Instagram	stockx_kicks_
167	Reddit	r/HYPESHOES_co
168	Reddit	r/Stockxkicks
Network 28		
169	WhatsApp	85260981515
170	WhatsApp	8618086465089
171	WhatsApp	861886465089
172	Instagram	footskicks8
173	WeChat	861886465089
Network 29		
174	WhatsApp	8618959235127
Network 30		
175	WhatsApp	18389001437
176	WhatsApp	85252246012
177	YouTube	UCYxgYy8bBebOmC0X-v5YsDg

Infringing Social Media		
No.	Type	Handle
178	Reddit	r/crewKickr3ps
179	Reddit	u/crewKICK_
Network 31		
180	WhatsApp	8618107269391
181	Instagram	dopesneaker.co
182	Instagram	dopesneakerco
183	WeChat	8618107269391
Network 32		
184	WhatsApp	17477671215
185	WhatsApp	7477671215
186	WhatsApp	85255465409
187	WhatsApp	85255465492
188	WhatsApp	8615060357238
189	WhatsApp	9452646188
190	YouTube	UCWqUfBzNE3aCVtMk45T75aw
191	Instagram	fkz.plug
192	Instagram	fkzonfire
193	WeChat	ln5plug
194	Reddit	r/Flightkickz
195	Reddit	r/flightkickz
Network 33		
196	WhatsApp	639053615408
197	WhatsApp	85266080171

Infringing Social Media		
No.	Type	Handle
198	Instagram	gmktina
199	WeChat	gmktina
200	Reddit	r/gmksub
Network 34		
201	WhatsApp	85266617105
202	Facebook	chancy.green.52
203	Instagram	hot20023
204	Phone	852 5347 4599
Network 35		
205	WhatsApp	17079311942
206	WhatsApp	85267335067
207	Instagram	hypeboosts
208	Instagram	tejasrcpilot
209	WeChat	hypeboosts
210	Reddit	r/hypeboosts
Network 36		
211	Whatsapp	85253072903
212	YouTube	UC71kLLDhnW6aDGytprE2aPA
213	Instagram	jdfootsneaker
214	Instagram	jdfootstore
Network 37		
215	Facebook	PK-Shoes-109037267542255
Network 38		

Infringing Social Media		
No.	Type	Handle
216	Instagram	popshoeofficial
217	Phone	3233025706
Network 39		
218	Whatsapp	8529286003
219	Whatsapp	8618059868271
220	YouTube	UCjWueb4AHR6SYnsTcqRqBVg
221	Instagram	aceereps
222	Instagram	rep.education.center
223	Instagram	taosneakers_ins
Network 40		
224	Whatsapp	16466377762
225	Whatsapp	8613607545746
226	Whatsapp	8613666905331
227	Instagram	uabat.ru
228	Instagram	uabat0
229	Reddit	r/UaBat
230	Reddit	r/uabat
231	Reddit	u/uabat
Network 41		
232	Whatsapp	19565163160
233	YouTube	UC7yOIAzmFxxSssIVYbfXBpw
234	Instagram	pkstock.x
235	Reddit	uabatman.com

Infringing Social Media		
No.	Type	Handle
Network 42		
236	Whatsapp	8617359409448
237	Whatsapp	8618605016686
238	Instagram	sneakerwillshop
239	Reddit	r/WillSneakers
Network 43		
240	Whatsapp	8613529089262
241	Instagram	luckshoesru3
242	Reddit	r/luckshoesSneakers
243	Reddit	u/luckshoes
Network 44		
244	Whatsapp	18059533333
245	Whatsapp	19959503333
246	Whatsapp	8617759018888
247	Instagram	pkdoingthebest2008
248	Reddit	r/PKDoingBest
249	Reddit	u/PKDoingBest
Network 45		
250	Whatsapp	8613288881136
251	Instagram	jaskicks2008
252	Reddit	r/jaskicks2008
253	Reddit	u/JASKicks2008
Network 46		

Infringing Social Media		
No.	Type	Handle
254	Whatsapp	85261546060
255	Instagram	coptop.top
Network 47		
256	Whatsapp	85269248974
257	Whatsapp	85292478434
258	Facebook	m1sneakers
259	Instagram	m1sneakers01
Network 48		
260	Whatsapp	85253055346
261	Whatsapp	85256157445
262	Whatsapp	85268421175
263	Instagram	bomblines_kicks
264	WeChat	bomblines-cc
265	Reddit	r/BombLine
Network 49		
266	Instagram	ebuysneakers
267	Phone	86 138 5985 5080

ATTACHMENT 5

MI-33 Undercover Purchase Details By Network

Network No.	Infringing Website	Purchase Date	Receipt Date	Counterfeit Product	Total Charge	Payment Method	Payment Account Information
1	rimisneaker.ru	8/21/2023	9/11/2023	Sumpreme X Nike SB DunkLow "Rammellzee" Mens Size 7.5	\$194.00	Zelle	sz@baofuplus.com; Shiby NY Inc.
2	bstsneaker.com	7/17/2023	8/22/2023	Air Jordan 1 X Fragment X Travis Scott (size 7)	\$178.00	CashApp	\$ytrading616
3	cocoshoesvip.com	10/20/2023	12/1/2023	Coco shoes Nike Air Max Scorpion FK Lunar New Year Leap High Womens Size 8.5	\$148.00	Zelle	sneaker@maydaytrd.com
4	buykicks.me	7/17/2023	8/3/2023	Air Force 1 Tiffany, Size 9	\$152.99	PayPal	dingna888@outlook.com
5	carlsneaker.com	7/17/2023	8/14/2023	Desert Ore Owf Air Max 90 Off-white Size 10	\$131.99	PayPal	baowu66520@163.com
6	ddkicks.net	7/17/2023	8/8/2023	Air Jordan 4 Retro Black Cat Size 7	\$149.99	PayPal	chenyansong7706@outlook.com
7	hotkicks.cc	7/17/2023	8/14/2023	Ljr Jordan 1 Retro High White University Blue Black (2021) S 9.5	\$178.00	CashApp	GDLEYU INC., Staten Island, NY; LQG7183167666@gmail.com
8	hypeunique.is	7/17/2023	8/8/2023	Jordan 3 Retro Racer Blue Size 7.5	\$155.00	Zelle	GDLEYU Inc., Staten Island, NY lqg718316766@gmail.com
9	kickmax.ru	7/17/2023	8/3/2023	Air Jordan 4 "red Thunder" Size 10	\$192.00	Zelle	EFX FASHION INC.; Delta1879@outlook.com
10	kickscentral.cc	8/23/2023	9/20/2023	Nike Sb Dunk Low Pro Why So Sad? Size 9	\$124.99	PayPal	525843008@qq.com
11	kickwho.xyz	7/17/2023	8/8/2023	Godkiller Nike Kobe 6 Protro Eybl 2.0 Size 8	\$188.76	Mastercard	misstylea
12	kickzluccas.com	7/17/2023	8/3/2023	Air Jordan 1 Low White Pollen Size 10.5	\$110.00	PayPal	厦门同安区东虹启贸易有限公司; yaozee@hotmail.com
13	lgrose.ru	7/17/2023	8/14/2023	Nike Dunk Low Bordeaux Size 11	\$119.99	PayPal	Guoxiong Lin; guolinleov@yeah.net
14	lkkiks.com	7/17/2023	8/8/2023	Concepts X Nike Sb Dunk Low Orange Lobster Size 7	\$168.99	PayPal	Xianguo Zhou; zxcg0508@yeah.net
15	888kicks.ru	7/17/2023	8/29/2023	Jordan 4 Retro Sb Pine Green Size 12	\$154.50	PayPal	zhongwei6983@outlook.com
16	mangomeee.com	7/17/2023	8/8/2023	Nba 2k20 X Kobe 5 Protro 'chaos Alternate' Size 10	\$171.75	PayPal	MIKA TECHNOLOGY CO., LIMITED;

Network No.	Infringing Website	Purchase Date	Receipt Date	Counterfeit Product	Total Charge	Payment Method	Payment Account Information
							shyingliao1@gmail.com
17	mangomeee.co	7/17/2023	8/14/2023	Og Nike Sb Dunk Low Philadelphia Phillies Size 9.5	\$166.00	PayPal	2803417414@qq.com
18	monicasneaker.cc	7/17/2023	8/8/2023	Nike Kobe 6 Protro Mambacita Sweet 16 Size 7.5	\$126.99	PayPal	921478041@qq.com
19	houyw.x.yupoo.com	7/18/2023	8/3/2023	GD batch Air Jordan 1 Travis Scott x "Military Blue" ?uid=1&isSubCate=false&referrercate=4007710	\$145.99	PayPal	1044086152@qq.com
20	muksstore.x.yupoo.com	8/27/2023	9/11/2023	Nike SB Dunk Low Yellow Lobster 313170-137566 Mens Size 8	\$133.99	PayPal	刘永乐 1273525285@qq.com
21	rarerapsneaker.x.yupoo.com	7/18/2023	8/22/2023	Nike Dunk SB Low Jedi SIZE 10 rarerapsneaker.x.yupoo.com/albums/136693823?uid=1&isSubCate=false&referrercate=3887762	\$163.99	PayPal	1223778499@qq.com
22	hewitt2303.x.yupoo.com	7/18/2023	8/29/2023	Union x Air Jordan 1 High "Woven" Size 10 hewitt2303.x.yupoo.com/albums/138703166?uid=1	\$159.64	PayPal	3528315590@qq.com
23	stylesneaks.com	7/18/2023	8/14/2023	Air Jordan 4 Thunder Size 7.5	\$126.65	Mastercard	PYN*Cnfashion Club
24	timsneakers.com	7/18/2023	8/22/2023	Nike Sb Dunk Low "what the Dunk" Size 11	\$114.99	PayPal	hellotracy2018@qq.com
25	ubuysneakers.com	7/18/2023	8/8/2023	Jordan 1 Retro Low Og Sp Travis Scott Black Phantom Size 12	\$159.99	PayPal	mislich@outlook.com
26	ulrica688.x.yupoo.com	7/18/2023	8/8/2023	Air Jordan 1 Low OG AJ1 反转警灯 黑红蓝 低帮篮球鞋 CZ0775-046 ulrica688.x.yupoo.com/albums/139941992?uid=1 Size 46	\$134.99	PayPal	2101979609@qq.com
27	bmlin.net	8/22/2023	9/11/2023	Sacai x Nike LDWaffle Blue Multi Size 5.5	\$101.60	Visa	wawone.com
28	clubkickz.ru	7/18/2023	8/22/2023	Nike Air Max 1 '86 Og Big Bubble Sport Red Size 8	\$190.51	PayPal	yadonghuang693@outlook.com
28	footskick.ru	7/18/2023	8/8/2023	Air Jordan 1 Royal Suede Dz5485-042 Size 8.5	\$185.00	Zelle	alan9527mand@outlook.com (ZL) Star EFX Fashion Inc., Flushing, NY

Network No.	Infringing Website	Purchase Date	Receipt Date	Counterfeit Product	Total Charge	Payment Method	Payment Account Information
							yildizguney31@gmail.com (PP)
29	coolkicksmall.com	7/18/2023	8/14/2023	Pkgoden Sb Dunk Low Mummy Womens 7	\$154.00	CashApp	\$Kaideninc616
30	crewkick.net	8/25/2023	9/20/2023	OFF WHITE x Nike Dunk SB Low DM1602-001 Womens Size 6	\$164.00	Visa	WTP*stepsupshoes
31	dopesneaker.co	7/26/2023	8/8/2023	Nike SB Blazer Low "Heaven" X Kevin Bradley US:9.5	\$141.24	PayPal	3626967975@qq.com
32	flightkickz.com	7/18/2023	8/8/2023	Nike Kobe 6 Protro Reverse Grinch S7	\$184.63	PayPal	志雄 祁; qzxandy@163.com
33	gmkim.vn.ua	8/25/2023	9/10/2023	Perfect Quality Dunk Low Pro SB 'Freddy Krueger' 313170-202 Size 12	\$143.38	PayPal	郑会见; huijian9023@foxmail.com
34	hotkickss.ru	7/26/2023	8/14/2023	Nikev2k Runtekk White S10.5	\$165.00	PayPal	czspp2002@outlook.com
35	hypeboosts.ru	7/18/2023	8/14/2023	Jordan 1 Retro Low Og Sp Travis Scott Reverse Mocha S8	\$148.90	Zelle	ekodgtrading1@gmail.com; EKO DG TRADING INC., Antioch, CA
36	jdfoot.co	7/18/2023	8/14/2023	Ljr Travis Scott X Air Jordan 1 Low White Brownbarb Womens 6	\$161.58	Visa	https://www.clothswmalls.c
37	pkshoes.store	8/22/2023	9/11/2023	Air Jordan 1 Mid Banned Black/Red Size 12	\$140.08	Visa	Vkomall
38	popshoe.org	7/18/2023	8/3/2023	Born X Raised One Block at a Time S7	\$164.99	PayPal	通城佩娜百货店 PEINABAXNYJ; renl37303@gmail.com
39	taosneakers.com	8/25/2023	9/20/2023	Jordan 1 Retro High OG "Shattered Backboard 3.0" Mens Size 6.5	\$105.00	Visa	cnfashionclub.com
40	uabat.xyz	7/19/2023	8/29/2023	ZOOM KOBE 6 PROTRO 'GRINCH' Size 7	\$152.44	PayPal	liweiliu888@outlook.com
41	pkstockx.cc	7/26/2023	9/20/2023	PK God Batch Air Jordan 4 White Orange DR5415-108 Size 7	\$168.00	CashApp	\$Kaideninc616
42	sneakerwill.shop	8/28/2023	9/20/2023	GOAT Air Jordan 5 Burgundy 2023 Mens Size 7	\$174.99	PayPal	莆田百耀科技有限公司 kailllsneakers@gmail.com
43	luckshoes.ru	7/19/2023	8/14/2023	Air Jordan 3 White Cement Reimagined Size 10 (8.5)	\$151.99	PayPal	丽明 林; comes2014@hotmail.com
44	perfectkicks.top	7/19/2023	8/29/2023	PK GOD NIKE AIR MAX 97 OFF-WHITE	\$144.04	PayPal	建辉 刘; pkdoingthebest11@outlook.com

Network No.	Infringing Website	Purchase Date	Receipt Date	Counterfeit Product	Total Charge	Payment Method	Payment Account Information
				BLACK Size 12 (Only had EU45 size)			
45	jaskicks.ru	7/19/2023	8/22/2023	Louis Vuitton x Nike Air Force 1 Triple White Size 7	\$154.99	PayPal	钟小青; zxq5790316@163.com
46	coptop.ru	7/19/2023	8/14/2023	Dunk Low Pro SB Heineken Size 6 (change Size 7)	\$120.00	PayPal	COPTOP 陈珍琴
47	mlsneakers.com	7/19/2023	8/22/2023	JORDAN 1 RETRO HIGH OFF-WHITE CHICAGO Size 10.5	\$142.99	PayPal	1053245683@qq.com
48	bomblinela	7/19/2023	9/11/2023	Air Jordan 1 Retro High '85 'Georgetown' Size 8	\$169.99	PayPal	lemonzf73@163.com
49	ebuyneakers.com	7/19/2023	8/22/2023	Air jordan 1 travis scott olive Size:7 EU Size 40	\$149.35	PayPal	870895201@qq.com
50	xylar-co	7/25/2023		85 AJ1 Hi - "Black toe/Chicago/Bred/Royal Blue/Shadow" - Shell Cordovan Black Toe Varsity Red Size 10	\$3,566.02	Mastercard	SP XYLAR STUDIO
51	rsneakers.fun	10/12/2023	10/25/2023	Air Jordan 1 Mid Strawberries and Cream Womens 7	\$109.00	CashApp	\$DedianFang
52	solenlaces.com	9/29/2023	10/25/2023	Nik(e) Blazer Recyclables Japanese Readymade EU Size39	\$196.90	PayPal	SoleNLaces.com

ATTACHMENT 6

Defendants' Known Email Addresses	
No.	Email Address
Network 1	
1	rimisneaker@gmail.com
2	sz@baofuplus.com
Network 2	
3	amy@bstsneaker.com
4	amy@bstsneakers.com
5	info@smartsselfbalancewheel.com
6	maysong@songsneaker.com
7	service@stockxshoes.com
Network 3	
8	cocoshoes2011@gmail.com
Network 4	
9	buykicks888@163.com
10	buykicks888@gmail.com
11	shoeboxes0597@gmail.com
12	dingna888@outlook.com
Network 5	
13	carlkicks.com@gmail.com
14	baowu66520@163.com
Network 6	
15	DDkicks2009@gmail.com
16	chenyansong7706@outlook.com
Network 7	

Defendants' Known Email Addresses	
No.	Email Address
17	hotkicks.cc@gmail.com
18	hotkicks666@gmail.com
19	LQG7183167666@gmail.com
Network 8	
20	cs hypeunique@gmail.com
21	lqg718316766@gmail.com
Network 9	
22	kickmax08@gmail.com
23	Delta1879@outlook.com
Network 10	
24	kickscentralnet@gmail.com
25	525843008@qq.com
Network 11	
26	admin@kickwho.org
27	kickwhoofficial@gmail.com
Network 12	
28	sneaker1908@outlook.com
29	yaozee@hotmail.com
30	kickzluucas@hotmail.com
Network 13	
31	lgroseru@outlook.com
32	guolinleov@yeah.net
Network 14	

Defendants' Known Email Addresses	
No.	Email Address
33	lkkikspro@gmail.com
34	zxc0508@yeah.net
Network 15	
35	service@888kicks.ru
36	zhongwei6983@outlook.com
Network 16	
37	blackstore19@163.com
38	shyingliao1@gmail.com
Network 17	
39	lesslieuey@gmail.com
40	mangomeeeofficial@163.com
41	2803417414@qq.com
Network 18	
42	ellen143feng@hotmail.com
43	monicasneaker@gmail.com
44	921478041@qq.com
Network 19	
45	1044086152@qq.com
Network 20	
46	1273525285@qq.com
Network 21	
47	1223778499@qq.com
Network 22	

Defendants' Known Email Addresses	
No.	Email Address
48	3528315590@qq.com
Network 23	
49	stockxpro01@gmail.com
50	stylesneaks@gmail.com
51	sharesneakervip@gmail.com
Network 24	
52	vipcustomerservice1@gmail.com
53	hellotracy2018@qq.com
Network 25	
54	ubuysneakers@outlook.com
55	mislich@outlook.com
Network 26	
56	2101979609@qq.com
Network 27	
57	bmlinbella@gmail.com
58	hypeshoes.co3@gmail.com
59	stockxkicksvip@gmail.com
Network 28	
60	clubkickz5@gmail.com
61	footskick2@gmail.com
62	yadonghuang693@outlook.com
63	yildizguney31@gmail.com (PP)
64	alan9527mand@outlook.com (ZL)

Defendants' Known Email Addresses	
No.	Email Address
Network 29	
65	service@coolkicksmall.com
Network 30	
66	crewkickofficial@gmail.com
67	info@crewkick.net
68	service@crewkick.net
69	service@wintopay.com
Network 31	
70	dopesneakersale@hotmail.com
71	3626967975@qq.com
Network 32	
72	flightkickz@gmail.com
73	flightkickz2017@gmail.com
74	qzxandy@163.com
Network 33	
75	huijian9023@foxmail.com
76	noreply@ordernotify.net
Network 34	
77	hotkickss1977@hotmail.com
78	czspp2002@outlook.com
Network 35	
79	ekodgtrading1@gmail.com
Network 36	

Defendants' Known Email Addresses	
No.	Email Address
80	jdfootstore@gmail.com
Network 37	
81	pkshoes3@ordermail.org
82	service@ordermail.org
83	pkshoes5@ordermail.org
Network 38	
84	emailbestyeeyshoes@gmail.com
85	emailpopkicksrep@gmail.com
86	emailpopsneakersrep@gmail.com
87	popshoeofficial@gmail.com
88	renl37303@gmail.com
Network 39	
89	taosneakers@gmail.com
Network 40	
90	liweiliu888@outlook.com
Network 41	
91	service@pkstockx.com
Network 42	
92	wsneakerwill@gmail.com
93	kailllsneakers@gmail.com
Network 43	
94	buyshoesclothing88@gmail.com
95	comes2014@hotmail.com

Defendants' Known Email Addresses	
No.	Email Address
Network 44	
96	pkdoingthebest@gmail.com
97	pkdoingthebest11@outlook.com
Network 45	
98	jaskicks@outlook.com
99	zxq5790316@163.com
Network 46	
100	coptopvip@gmail.com
101	copsneakers.top@gmail.com
Network 47	
102	m1sneakers@outlook.com
103	1053245683@qq.com
Network 48	
104	bomblines.cc@gmail.com
105	bomblinesofficial@gmail.com
106	lemonzf73@163.com
Network 49	
107	sale@ebuyneakers.com
108	870895201@qq.com
Network 50	
109	sales@xylar.co
Network 51	
110	rwindsneakers@outlook.com

Defendants' Known Email Addresses	
No.	Email Address
Network 52	
111	solenlaces21@gmail.com

ATTACHMENT 7

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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NIKE, INC. and CONVERSE INC.,	:
	:
Plaintiffs,	:
	:
-against-	:
	:
SHIBY NY INC <i>et al.</i> ,	: 2024 Civ. ____
	:
Defendants.	:
	:
	:
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**PLAINTIFFS’ FIRST REQUEST TO DEFENDANTS FOR
DISCOVERY AND INSPECTION OF DOCUMENTS**

PLEASE TAKE NOTICE that pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and Rules 26.1 to 26.3 of the Local Civil Rules of the United States District Court for the Southern District of New York, Plaintiffs Nike, Inc. and Converse Inc. (collectively, “Plaintiffs”) by their undersigned attorneys, Gibson, Dunn & Crutcher, LLP, hereby request that Defendants produce the following documents and things for inspection and copying at the offices of Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, within the shorter of: (a) thirty (30) days; or (b) any timeframe or deadline that may be set by the Court in connection with any Order to Show Cause that may issue in this action.

DEFINITIONS

The following definitions apply to each of the Requests herein and should be read and referred to upon answering the Requests:

1. The term “**Plaintiffs**” means Nike, Inc. and Converse Inc., and their respective “officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.” S.D.N.Y. Local Civil Rule 26.3(c)(5).

2. The term “**Defendants**” refers to the individuals and entities listed in Exhibit 1 to the Complaint and their “officers, directors, employees, partners, corporate parent, subsidiaries or affiliates.” S.D.N.Y. Local Civil Rule 26.3(c)(5).

3. The term “**Plaintiffs’ Marks**” means trademarks, service marks, and trade dress that identify Plaintiffs, their products, authorized stores, websites, and affiliates, including but not limited to the marks referenced in the Complaint in this action.

4. The term “**Disputed Products**” means any and all products sold, manufactured, marketed or otherwise offered to consumers by any of the Defendants that in any way display, utilize or reference any of Plaintiffs’ Marks or any colorable imitations of Plaintiffs’ Marks, including but not limited to the products defined in the Complaint in this action as “Counterfeit Products.”

5. The terms “**Person**” and “**Persons**” mean any natural person or any business, legal or governmental entity or association. S.D.N.Y. Local Civil Rule 26.3(c)(6).

6. The term “**Document**” is synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34(a), including, without limitation, electronic or computerized data compilations. A draft or non-identical copy is a separate document within the meaning of this term. S.D.N.Y. Local Civil Rule 26.3(c)(2).

7. The term “**Communication**” means “the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).” S.D.N.Y. Local Civil Rule 26.3(c)(1).

8. The term “**Concerning**” means “relating to, referring to, describing, evidencing or constituting.” S.D.N.Y. Local Civil Rule 26.3(c)(7).

INSTRUCTIONS

A. In producing documents pursuant to these requests, Defendants are required to furnish all Documents in Defendants’ possession, custody or control that are known or available to Defendants. A Document is in Defendants’ possession, custody or control, if, among other things, it is in Defendants’ physical custody, or if it is in the physical custody of any other person and Defendants (a) own such Document in whole or in part; (b) have a right by contract, statute, or otherwise to use, inspect, examine or copy such Document on any terms; (c) have an understanding, express or implied, that Defendants may use, inspect, examine or copy such Document on any terms; or (d) have, as a practical matter, been able to use, inspect, examine or copy such Document when Defendants have sought to do so. Such Documents shall include, without limitation, Documents that are in the custody of Defendants’ attorney(s) or other agent(s).

B. Defendants must make a diligent search of Defendants’ records (including but not limited to paper records, computerized records, electronic mail records and voice-mail records) and of other papers and materials in Defendants’ possession or available to Defendants or Defendants’ attorneys, financial advisors, consultants, investigators, and other agents or representatives.

C. Each request herein constitutes a request for Documents in their entirety, with all enclosures and attachments, and without abbreviation, redaction or expurgation.

D. Defendants shall produce any and all drafts and copies of each Document that are responsive to any request, and all copies of such Documents that are not identical in any respect,

including but not limited to copies containing handwritten notes, markings, stamps or interlineations.

E. If Defendants contend that a requested Document is privileged in whole or part, or contend that any identified Document would be excludable from production and discovery regardless of its relevance (including, but not limited to, a claim of attorney-client privilege or the attorney work-product doctrine), Defendants are required, for each and every such Document, to state the nature of the privilege being claimed and to provide the following information: (a) the type of document, *e.g.*, letter or memorandum; (b) the general subject matter of the document; (c) the date of the document; and (d) such other information as is sufficient to identify the document for a subpoena *duces tecum*, including, where appropriate, the author of the document, the addressees of the document, and any other recipients shown in the document, and, where not apparent, the relationship of the author, addressees, and recipients to each other. S.D.N.Y. Local Civil Rule 26.2(a).

F. A request for Documents within a particular time period shall be deemed to include all Documents that were dated, prepared, sent or received during that time period.

G. If Defendants possess, control, or have custody of nothing responsive to any numbered request set forth below, state this fact by so specifying in Defendants' response to said request.

H. If Defendants' "original" of a Document is a photocopy (or other copy), then the copy should be produced as the original.

I. Documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to correspond to the particular request or requests to which they are responsive. Wherever requested Documents, are stored in electronic, digital, or

computerized form, Defendants are to provide it in that form, including any software required to access, retrieve, or read the data. All other Documents should be produced in a readable electronic format whenever and wherever possible.

J. With respect to the production of any category of Documents which Defendants contend is in some way burdensome or oppressive, state the specific reason for this objection and briefly summarize the Documents in question.

K. Each request shall be deemed continuing so as to require supplementation if Defendants obtain any further responsive Documents between the time that Defendants' initial production is due and the time of trial.

II. Documents Requested

1. All Documents Concerning Plaintiffs in Defendants' possession, custody or control.
2. All Documents Concerning all Defendants' uses of the Plaintiffs' Marks or colorable imitations thereof, including but not limited to all such uses on advertisements, websites, social media accounts, products of any type, signs, prints, packages, wrappers, pouches, receptacles, metadata, search engine keywords, advertising matter, promotional, and other materials.
3. All Documents Concerning any and all earnings, profits, or other benefits that Defendants have obtained that are in any way attributable, related, or connected to Defendants' uses of Plaintiffs' Marks, including but not limited to the names and account numbers for the banks, credit card companies, payment processors, savings and loans, and other third party financial institutions in which such earnings, profits, or other benefits are maintained.
4. All Documents Concerning Defendants' manufacture, purchase, acquisition, design, order, import, export, advertisement, distribution or sale of the Disputed Products, including but not limited to Documents Concerning Defendants' sources of the Disputed Products, and any pending advertisements, offerings, sales, or shipments of the Disputed Products.
5. All Documents Concerning the relationship between the Defendants, including but not limited to documents concerning the corporate structure and organization of the Defendants and the transfer of payments, profits, costs, and/or losses between them.
6. All Documents Concerning any and all payments to Defendants in return for any and all Disputed Goods that were transmitted, processed, facilitated, enabled, or otherwise contributed to by any and all third parties, including but not limited to credit card companies, agencies, or processors, or other financial institutions or such as, without limitation: (1)

PayPal; (2) American Express, MasterCard, Visa, American Express, Dinners Club International and/or Discover; (3) Apple Pay; (4) Cash App; (5) Alipay; (6) Bitcoin; (7) MoneyGram; (8) PaySend; (9) Transfer Wise/Wise; (10) Union Pay; (11) Venmo; (12) WeChat Pay; (13) Western Union; (14) Zell; (15) JCB and (16) any and all accounts with any and all financial institutions responsible for processing credit or debit card purchases from any of Defendants.

7. All Documents Concerning, relating to, supporting, or contradicting any of the allegations in the Complaint in this action.

Dated: June 10, 2024
New York, New York

By: _____

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